# STANDARD EMPLOYMENT CONTRACT BETWEEN FOREIGN DOMESTIC WORKER AND EMPLOYER

This employment contract is made between (a) The Employer and (b) The Foreign Domestic Worker (FDW) in *Section A*, based on the terms contained in *Section B*.

A copy of the <u>Contract (with all blanks filled in and options selected)</u> and <u>Job Scope Sheet</u> (<u>Annex A</u>) translated into the FDW's language should be given to the FDW in her home country before she signs the contract.

The <u>Schedules of Salary Payment and Loan (including loan for placement fee) Repayment</u> (*Annex B*) shall be filled up at the same time the contract is signed.

### **Section A: Particulars of Parties in Contract**

(a)	The Employer	
···/	· · · · · · ·	

Full Name	:
NRIC/Passport No.	:
Address	•

(b) The Foreign Domestic Worker (FDW)

Full Name	:
Work Permit No.	•
Passport No.	:

### **Section B: Terms of Contract**

Part I : Employment Period and Workplace

- 1. The FDW shall be employed by the Employer as a domestic worker for a period specified in the FDW's work permit.
- 2. The FDW shall work and reside only in the Employer's residence as specified in the FDW's work permit.

# Part II : Responsibilities of the FDW

- 3. The FDW shall undertake to perform her work diligently and honestly at all times.
- 4. The FDW shall not take up, or be required by the Employer to take up, any other employment with any other person(s).

### Part III : Remuneration and Benefits

- 5. The Employer shall pay the FDW wages of SGD\_\_\_\_\_ per month.
- 6. The salary shall be paid on the \_\_\_\_\_ day of every month.
- 7. The FDW shall acknowledge the amount received under her signature in the attached Schedule of Salary Payment (Annex B) as proof of payment. Where applicable, the FDW shall make a monthly loan (including loan for placement fee) repayment with the Employment Agency, through monthly payments to the employer in accordance with the Schedule of Loan (including loan for placement fee) Repayment in Annex B.
- 8. The salary will be paid by \*cash / crediting into the FDW's bank account (*delete where applicable*).
- 9. The Employer shall provide the FDW with suitable accommodation <u>in accordance</u> <u>with MOM's guidelines</u>, with a reasonable amount of privacy. Please tick where applicable:
  - O Share a room with \_\_\_\_\_ child/children
  - O Separate room
  - O Others (please specify):
- 10. The Employer shall provide at least three adequate meals a day to the FDW, over and above the salary paid.

\_\_\_\_\_

- 11. The Employer shall provide the FDW with \_\_\_\_\_ hours [recommended 8 hours] of continuous rest daily (except for occasional special-care cases), with reasonable rest periods during working hours.
- 12. The FDW shall be entitled to \*one / two / three / four rest day(s) a month, on a day mutually agreed (\**delete where applicable*). If the rest day was not taken, the FDW shall be compensated in cash as agreed in writing between the employer and the FDW. If there is no such existing agreement, the accreditation body's prevailing compensation guideline shall apply.

- 13. Should both parties (Employer and FDW) agree to extend this contract, she (the FDW) shall be entitled to \_\_\_\_\_ days **[recommended 15 days]** of paid home leave (inclusive of a return ticket to her City of origin).
- 14. If the FDW does not wish to utilize her leave as stated in clause 13, the Employer shall pay the FDW \*a lump sum equivalent to the return ticket to her City of origin / a lump sum of S\$\_\_\_\_\_ (delete where applicable).
- 15. In the event that the FDW falls ill or suffers personal injury during the period of employment, except for the period the FDW leaves Singapore of her own volition and for her own personal purposes, the Employer shall bear all the necessary treatment costs, including medical consultation, medicine, hospitalization and others.
- 16. External communications shall be made available for the FDW and the employer must allow the FDW seek the advice/help of the relevant bodies/authorities such as the Employment Agency, Ministry of Manpower etc at all times.
- 17. The employer shall provide safe working conditions for the FDW at all times.

### Part IV : Termination

- 18. Either party may terminate this Contract by giving \_\_\_\_\_ notice [recommended at least one week].
- 19. Either party may terminate the Contract without notice if either party is in breach of the work permit condition(s).
- 20. In cases where the employer decides to terminate the contract under any circumstances, the employer should ensure the FDW's proper upkeep until she is repatriated or transferred to another employer, whichever is applicable.
- 21. The employer shall be responsible to bear the cost of repatriation of the FDW at all times.
- 22. Upon termination or expiry of the contract, the Employer shall bear the cost of repatriating the FDW back to \_\_\_\_\_ [her town/city of origin] in \_\_\_\_\_ [country].
- 23. Should both parties agree to renew this employment relationship, a new employment contract shall be signed by both the employer and the FDW.

#### Part V : Others

- 24. Any substantial variation or addition to the terms of this Contract shall be deemed void unless made with the consent of both parties to the Contract and a witness through signatories.
- 25. In the event of any conflict or inconsistency between any term of this Contract (including the Annexes) in the English language and any translation thereof in any other language, the English language version of this Contract shall prevail.
- 26. Any dispute arising from this Contract shall be referred to the Employment Agency for mediation. If it cannot be settled, the dispute can be referred at the election of either party to an alternative dispute resolution mechanism.
- 27. In the case whereby any term of the contract contradicts the existing Work Permit conditions or any Singapore government regulations, the latter two shall supersede.

### **Section C: Employer's Declaration**

I have read and understood the contents of this Contract, and hereby agree to abide by it.

The Employer's Signature	:
Witnessed by (Name & Signature)	:
Date	:

### Section D: Foreign Domestic Worker's Declaration

I have read and understood the contents of this Contract, and hereby agree to abide by it.

The Foreign Domestic Worker's Signature	:
Witnessed by (Name & Signature)	:
Date	:

Annex A

# Job Scope Sheet for Foreign Domestic Worker

<b>Employment Agency Name</b>	:		
License No.	:	<b>Reference No.</b>	:

This job scope sheet pertains to the job offer made by the Employer to the FDW. It shall be translated into the FDW's language and given to her before she signs the employment contract.

Particu	ulars of	Parties
The Er	nployer	~ ~
Full N	ame	: NRIC/Passport No. :
The Fe	oreign I	Domestic Worker (FDW)
Full N		: Passport No. :
Job Sc	ope	
28.	Persor	as in household of Employer's family: adults young adults aged 13 to 18 children aged 5 to 12 children aged between 3 to 5 infants/babies below 3 person(s) requiring constant care and attention (excluding babies)
29.		DW shall be required to perform domestic duties as follows (to tick where
	applic	
		Household chores
		Cooking
	0	Looking after aged person(s) in the household [constant attention is *required/not required]
	0	Baby-sitting
	0	Child-minding
	0	Others (please specify):
30.	Place	of Work (to tick where applicable):

#### a) House Type:

- Landed Property 0
- Condominium/ Private Apartment 0
- HDB 5-room or larger 0
- HDB \_\_\_\_\_-Room Flat (specify no. of rooms) 0
- Others \_\_\_\_\_\_ (specify) Number of Bedrooms in the house: \_\_\_\_\_
- b)

# Schedules of Salary Payment and Loan (including loan for placement fee) Repayment

Nam	e of Emplo	yer:							
Nam	e of FDW:								
Mon	thly Salary	of FDW: S\$							
Tota	l Amount of	f Loan (including	g loan for placement	fee)	: S\$				
	S	chedule of Salar	ry Payment		Schedule of Loan (including loan for placement fee) Repayment				
	Month/ Year	Date of Salary Paymt	FDW Acknowledgemt (signature)		Monthly Loan Repaymt*	Date of Repaymt	Employer's Acknowledgemt (Signature)	FDW Acknowledgemt (Signature)	
1									
2									
3									
4									
5									
6									
7									
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18									
19									
20									
21									

	Schedule of Salary Payment				Schedule of Lo	an (including	g loan for placemen	t fee) Repayment
	Month/ Year	Date of Salary Paymt	FDW Acknowledgemt (signature)		Monthly Loan Repaymt*	Date of Repaymt	Employer's Acknowledgemt (Signature)	FDW Acknowledgemt (Signature)
22								
23								
24								
	** Total Amount (S\$)			:				

\* Delete rows where necessary. \*\* The total amount should be filled in at the point of acknowledging this schedule, and it shall be the sum total of the monthly loan repayments.

I hereby declare that I understand and agree with the monthly salary and total amount of loan indicated above.

Name/ Signature of FDW

Name/ Signature of Employer

Witnessed by EA Representative:

Name/ Signature: \_\_\_\_\_